



CSX RAIL TRANSPORT
Law Department

RECORDATION NO.

7712-C
FILED 143

MAY 24 1990 -3 50 PM
INTERSTATE COMMERCE COMMISSION

500 Water Street
Speed Code J-150
Jacksonville, FL 32202
(904) 359-3100
Writer's direct telephone line:

(904) 359-3673

May 22, 1990

0-144A041

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, DC 20423

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of May 15, 1990, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7712.

The names and addresses of the parties to this release are as follows:

Mercantile-Safe Deposit
and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

CSX Transportation, Inc.
(successor to Louisville
and Nashville Railroad Company)
500 Water Street
Jacksonville, Florida 32202

A fee check in the amount of \$15 is also enclosed. Please return all counterparts not required by the Commission for recordation to:

Mr. David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

MAY 24 3 44 PM '90
NOTICE OF OPERATION UNIT


MAY 24 3 44 PM '90
NOTICE OF OPERATION UNIT

Secretary
Interstate Commerce Commission
May 22, 1990
Page 2

follows: A short summary of the document to appear in the index

General release.

Very truly yours,


David M. Yearwood
Senior Counsel

DMY/cra

Interstate Commerce Commission
Washington, D.C. 20423

5/31/90

OFFICE OF THE SECRETARY

David M. Yearwood
Senior Counsel
CSX Transportation Inc.
500 Water Street
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/24/90 at 3:50pm, and assigned recordation number(s). 7712-C

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

MAY 24 1990 -3 50 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of May 15, 1990 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Louisville and Nashville Railroad Company).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of August 1, 1974 (the "Conditional Sale Agreement"), by and among Pullman Incorporated (Pullman-Standard division) and Ortner Freight Car Company (the "Vendors") and the Railroad, the Vendors agreed to sell and deliver to the Railroad, on the terms and conditions therein set forth, the equipment described in Schedule B thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of August 1, 1974 (the "Assignment"), the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, their rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on November 15, 1974 and assigned Recordation No. 7712;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full indebtedness in respect of the Purchase Price of the Equipment, together with interest, and performed all the Railroad's obligations under the Conditional Sale Agreement, title to the Equipment

shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its title to the Equipment to the Railroad free of all liens, security interests and other encumbrances; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants, conditions and obligations of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments, covenants, conditions and obligations required of the Railroad under the Conditional Sale Agreement and (2) transfers its right, title and interest in and to the Equipment to the Railroad, including any additions or replacements thereof, free of all liens, security interests and other encumbrances created or retained by it pursuant to the Conditional Sale Agreement and Assignment.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

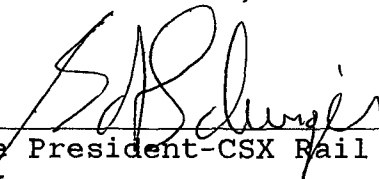
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By 
Vice President

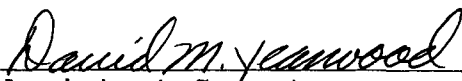
ATTEST:


CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

By 
Vice President-CSX Rail Transport

ATTEST:

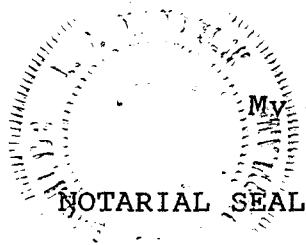

Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 15th day of May, 1990, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

L. Mandelik
Notary Public

My Commission expires: 12-27-93



STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 9 day of March, 1990, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cathy R. Hudson
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 28, 1992
Bonded thru Patterson - Becht Agency

My Commission expires: _____

NOTARIAL SEAL

